





H-2A Agricultural Clearance Order  
 Form ETA-790A  
 U.S. Department of Labor

**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. * <b>2</b>		3. Training: number of <u>months</u> required. * <b>0</b>	
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>75</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. * <i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> none			

**C. Place of Employment Information**

1. Place of Employment Address/Location *				
1236 Rooks Rd				
2. City *		3. State *	4. Postal Code *	5. County *
Atkinson		North Carolina	28421	Pender County
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
NONE				
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *				
582 Barnhill Blueberry Ln				
2. City *		3. State *	4. Postal Code *	5. County *
Ivanhoe		North Carolina	28447	Sampson County
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public (including mobile or range)			4	10
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
NONE				
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*  
 (Please begin response on this form and use Addendum C if additional space is needed.)  
 Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries. These board arrangements apply only to workers living in employer-provided housing.

El empleador proporcionará instalaciones de cocina gratuitas y convenientes para que los trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios alimentos. Una vez a la semana, el empleador proporcionará transporte (de forma voluntaria) para asegurar que los trabajadores tengan acceso a tiendas donde puedan comprar alimentos. Estos acuerdos de alojamiento se aplican únicamente a los trabajadores que viven en viviendas proporcionadas por el empleador.

2. The employer: *	<input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for meals.
	<input type="checkbox"/> <b>WILL</b> charge each worker for meals at \$ <u>    </u> . <u>    </u> per day, if meals are provided.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. \*  
 (Please begin response on this form and use Addendum C if additional space is needed.)  
 Employer will offer voluntary transportation at no cost to those workers living in housing provided by the employer and for commuting workers who report to a designated daily job reporting site. The mode of transportation may be 2 buses with a seating capacity of 44 passengers each. The employer operates at least 2 -45 passenger buses and 3- 15 passenger vans.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*  
 (Please begin response on this form and use Addendum C if additional space is needed.)  
**See Addendum C**

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>16</u> . <u>28</u>	per day *
	b. no more than	\$ <u>68</u> . <u>00</u>	per day with receipts

**G. Referral and Hiring Instructions**



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

*(Please begin response on this form and use Addendum C if additional space is needed.)*

All interested local and intrastate candidates should contact their nearest career center for pre-employment screening before contacting the employer. Career center staff may only refer candidates who have been apprised of all the material terms and conditions of employment and have indicated, by accepting referral to the job opportunity, that he or she is qualified, able, willing, and available for employment. Career center staff should email a referral card containing the referral candidates name, address and telephone number to the employer first, then instruct the candidate to call the employer directly to schedule a personal interview. Hours for referral candidate to call the employer are 9:00 a.m. to 1:00 p.m., Monday-Friday, excluding all federal holidays. Referral candidates MUST call the employer and schedule an interview appointment prior to coming. No referral candidate is to go to the employer address or work site without a scheduled interview appointment. Candidates recruited from outside normal commuting distance required to appear in person for interview. Employer may schedule telephone interview appointments to candidates recruited from outside normal commuting distance.

All interstate applicants interested in this job offer should first contact the nearest career center in their state. Career center staff should contact the North Carolina Department of Commerce, Division of Workforce Solutions Ag Services in Raleigh, North Carolina at h2a.joborders@commerce.nc.gov prior to contacting the employer.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers recruited against the job offer from within normal commuting distance will not be provide housing, subsistence or transportation. All workers hired under this job order will be required to provide documentation attesting to legal status to work in the United States. All applicants must be able (with or without reasonable accommodation), willing and qualified to perform all the work described, and must be available for the entire anticipated period of employment.

2. Telephone Number to Apply * +1 (229) 921-0150	3. Extension § N/A	4. Email Address to Apply * familyfreshharvesting@gmail.com
5. Website Address (URL) to Apply * N/A		

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed <b>Addendum C</b> providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).  
  
*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
  - A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).  
  
If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
  - B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
  - C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
  - D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
  - E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
  - F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.*

1. Last (family) name * Meza-Cruz	2. First (given) name * Guillermo	3. Middle initial § M
4. Title * CEO-Owner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/14/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



H-2A Agricultural Clearance Order  
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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Berry Worker, All Other Crop Activities	\$ 12 . 78	Hour	Wage Offer to H-2A workers is no less than \$11.09 per hour. La oferta salarial para los trabajadores H-2A no es inferior a \$11.09 por hora.
	Blackberry Hand Harvest	\$ 03 . 00	Piece Rate	Per 12-6 oz clamshells or equivalent. Min production standard of 5 piece rate units per hour. Estimated hourly wage rate equivalent is \$15 based on average 5 piece rate units per hour. Actual piece rate earnings depend on individual factors. U.S. workers guaranteed \$12.78/ hr. H-2A workers guaranteed \$11.09/hr
	Cosecha Manual de Moras	\$ 03 . 00	Hour	Por 12 envases tipo concha cajas de 6 oz o equivalente. El estndar mnimo de produccion es de 5 unidades por hora. El salario por hora estimado es de \$15, basado en un promedio de 5 unidades por hora. Las ganancias reales por pieza dependen de factores individuales. Los trabajadores estadounidenses tienen un salario garantizado de \$12.78/hora. Los trabajadores con visa H-2A tienen un salario garantizado de \$11.09/hora.
	Blackberry Hand Harvest	\$ 04 . 00	Piece Rate	Per 12-10 oz clamshells or equivalent. Min production standard of 4 flats per hour. Estimated hourly wage rate equivalent is \$16 based on average 4 piece rate units per hour. Actual piece rate earnings depend on individual factors. U.S. workers guaranteed \$12.78/hr. H-2A workers guaranteed \$11.09/hr.
	Cosecha Manual de Moras	\$ 04 . 00	Piece Rate	Por envases tipo clamshell de 12 a 10 oz o equivalente. Produccion mnima estndar de 4 planos por hora. El salario por hora equivalente estimado es de \$16, basado en un promedio de 4 unidades por pieza por hora. Las ganancias reales por pieza dependen de factores individuales. Se garantiza a los trabajadores estadounidenses \$12.78/hora. Se garantiza a los trabajadores con visa H-2A \$11.09/hora.
	Hand Harvest Blueberries	\$ 02 . 50	Piece Rate	Per 6lb bucket blueberry hand harvest. Min production standard of 5.5 buckets per hour. Estimated hourly wage rate equivalent is \$15 bases on average 6 piece rate units per hour. Actual piece rate earnings depend on individual factors. U.S. workers guaranteed \$12.78/hr. H-2A workers guaranteed \$11.09/hr
	Blackberry Hand Harvest	\$ 04 . 50	Piece Rate	Per 12-12 oz clamshells or equivalent. Min production stand of 3.5 flats per hour. Estimated hourly wage rate equivalent is \$17 based on average 4 piece rate units per hour. Actual piece rate earnings depend on individual factors. U.S. workers guaranteed \$12.78/hr. H-2A workers guaranteed \$11.09/hr.
	Cosecha Manual de Moras	\$ 04 . 50	Piece Rate	Por 12 cajas de plstico de 12 oz o equivalente. Produccion mnima de 3.5 cajas por hora. El salario por hora estimado es de \$17, basado en un promedio de 4 unidades por pieza por hora. El salario real por pieza depende de factores individuales. Se garantiza a los trabajadores estadounidenses \$12.78/hora. Se garantiza a los trabajadores con visa H-2A \$11.09/hora.
	Blackberry Hand Harvest	\$ 04 . 75	Piece Rate	Per 8-18 oz clamshells or equivalent. Min production standard of 4 flats per hour. Estimated hourly wage rae equivalent is \$19 based on average 4 piece rate units per hour. Actual piece rate earnings depend on individual factors. U.S. workers guaranteed \$12.78/hr. H-2A workers guaranteed \$11.09/hr.
	Cosecha Manual de Moras	\$ 04 . 75	Piece Rate	Por envases tipo clamshell de 8-18 oz o equivalente. Produccion mnima estndar de 4 planos por hora. El salario por hora estimado es de \$19, basado en un promedio de 4 unidades por pieza por hora. Las ganancias reales por pieza dependen de factores individuales. Se garantiza a los trabajadores estadounidenses \$12.78/hora. Se garantiza a los trabajadores con visa H-2A \$11.09/hora.

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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Cosecha Manual de Arandanos	\$ 02 . 50	Piece Rate	Cosecha manual de ardanos por cubeta de 2.7 kg. Produccion mnima estndar de 5.5 cubetas por hora. Salario por hora equivalente estimado: \$15, basado en un promedio de 6 unidades por pieza por hora. Las ganancias reales por pieza dependen de factores individuales. Se garantiza a los trabajadores estadounidenses \$12.78/hora. Se garantiza a los trabajadores con visa H-2A \$11.09/hora.
	Blueberry Hand Harvest	\$ 00 . 50	Piece Rate	Per pound blueberry hand-harvest. Min production standard of 25.75 lbs per hour. Estimated hourly wage rate equivalent \$15 based on average 30 piece rate units per hour. Actual piece rate earnings depends on individual factors. U.S. workers guaranteed \$12.78/hr. H-2A workers guaranteed \$11.09/hour.  All buckets must be full- No Partially filled buckets. No Sand, Rocks, or Lugs in buckets.
	Cosecha Manual de Arandanos	\$ 00 . 50	Piece Rate	Cosecha manual de ardanos por libra. Estndar mnimo de produccion: 25.75 libras por hora. Salario estimado equivalente a \$15 por hora, basado en un promedio de 30 unidades por pieza por hora. El salario real por pieza depende de factores individuales. Se garantiza a los trabajadores estadounidenses un salario de \$12.78/hora. Se garantiza a los trabajadores con visa H-2A un salario de \$11.09/hora.  Todos los cubos deben estar llenos. No se permiten cubos parcialmente llenos. No se perm
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
High Water Farms-Kelly Farm Location	NC-11 KELLY, North Carolina 28448 BLADEN COUNTY	FIELD 2 - Coordinates (34.46804 N, 78.20374 W)	5/15/2026	8/15/2026	40
High Water Farms-ATKINSON FARM LOCATION	1236 ROOKS RD ATKINSON, North Carolina 28421 PENDER COUNTY	FIELD 1	5/15/2026	8/15/2026	40

**D. Additional Housing Information**



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	6634 NC Hwy 11 Kelly, North Carolina 28448 BLADEN COUNTY		1	40	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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**H. Additional Material Terms and Conditions of the Job Offer**

*a. Job Offer Information 1*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>BERRY PICKERS: HAND-HARVEST BLUEBERRIES AND BLACKBERRIES. DUTIES MAY INCLUDE CLEANING, FIELD PACKING AND LOADING HARVESTED BERRIES. FIELD GRADE, SORT, OR CLASSIFY BERRIES BY SIZE, WEIGHT, COLOR, AND/OR CONDITION. MAY OPERATE FORKIFT OR ELECTRIC PALLET JACK TO UNLOAD AN LOAD BERRIES. PROLONGED WALKING , STANDING, BENDIING, STOOPING, AND REACHING. MUST BE ABLE TO LIFT 75 LBS. TO SHOULDER HEIGHT REPETITIBELY THROUGHOUT THE WORKDAY AND ABLE TO LIFT AND CARRY 75 LBS. IN FIELD. MUST OT HINDER ANOTHER WORKERS PRODUCTIVITY. USE OF PERSONAL CELL PHONE OR OTHER PERONAL ELECTRONIC DEVICE DURING WORKING HOURS STRICTLY PROHIBITED EXCEPT FOR WORK-RELATED CALLS OR EMERGENCIES AND VIOLATION MAY RESULT IN IMMEDIATE TERMINATION. REQUIRES TWO MONTHS VERIFIABLE WORK EXPERIENCE HAND-HARVESTING BLUEBERRIES AND BLACKBERRIES. MUST COMMIT TO ENTIRE ANTICIPATED PERIOD OF EMPLOYMENT.</p> <p>BLACKBERRIES: THIS IS A VERY DIFFICULT, SCRATCHY JOB AS THESE ARE THORNY BLACKBERRIES. HARVEST IS DIFFICULT, PAINFUL JOB THAT REQUIRES CONTANTLY REACHING INTO THORNY BLACKBERRY PLANTS. NECESSARY MANUEL DEXTERITY PRECLUDES WEARING GLOVES. AND SIGNIFICANT BRIAR SCRATCHES ARE NORMAL COMPLICATIONS. WORKERS MUST BE DILIGENT TO AVOID NATURAL COMPLICATIONS RELATED TO NATURAL HAZARDS, INCLUDING POISON OAK, CHIGGERS, AND SNAKES. WORKERS WILL BEND AND STOOP TO PICK BLACKBERRIES ACCORDING TO SIZE, COLOR, SHAPE, AND DEGREE OF MATURITY AND PLACE INTO FIELD CONTAINERS. WORKERS WILL BE EXPECTED TO PICK FULLY RIPE BLACKBERRIES, DICARD ANY DEFORMED, DECAYED, OR UNDERSIZED BERRIES ACCORDING TO SUPERVISORS INSTRUCTIONS. ALSO, WORKERS MUST CAREFULLY REMOVE ANY UNDESIREABLE BERRIES FROM PLANT THAT WOULD LATER CAUSE FUNGI TO ATTACK THE PLANT. WORKERS WILL CARRY 2 FULL CONTAINERS WITH 6, 2QT BASKETS IN EACH WEIGHING APPROXIMATELY 12 LBS. EACH TO THE FIELD TRAILER. WORKERS WILL PROPERLY FILL ALL 2QT BASKETS. INCLUDING PLANTING BLACKBERRY PLANTS IN FIELD, PRUNING/ SHEARING FIELD-GROWN BLACKBERRY PLANTS. HAND HARVESTING BLACKBERRIERS, PACKING BLACKBERRIES, AND HOEING. GRADE, SORT, OR CLASSIFY BERRIES BY SIZE, WEIGHT, COLOR, OR CONDITION. LOAD AND UNLOAD CROPS AND FARM MATERIALS. WORKERS WILL WALK ALONG ROWS AS SPECIFIED BY EMPLOYER AND REMOVE WEEDS AND GRASS FROM FIELDS BY HAND OR USING A HOE.</p>			

*b. Job Offer Information 2*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law (unlike US workers, foreign H-2A workers are not subject to payroll tax deductions for FICA, Medicare or federal withholding.); cash advances and repayment of loans; repayment of overpayment of wages to the worker; recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment or housing items where it ti shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Inbound transportation and subsistence will be reimbursed at 50% completion of the work contract. The employer will provide or pay for charter bus or van or other modes of inbound and outbound transportation to groups of workers, or permit workers to select any means of transportation they chose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. Mode of transportation to be arranged by the employer is unknown			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instructions-Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Todos los candidatos interesados, tanto locales como intraestatales, deben comunicarse con su centro de orientacin profesional ms cercano para una evaluacin previa al empleo antes de contactar al empleador. El personal del centro de orientacin profesional solo puede recomendar candidatos que hayan sido informados de todos los trminos y condiciones esenciales del empleo y que hayan indicado, al aceptar la recomendacin para la oportunidad laboral, que estn calificados, capacitados, dispuestos y disponibles para el empleo. El personal del centro de orientacin profesional debe enviar por correo electrnico al empleador una tarjeta de recomendacin con el nombre, la direccin y el nmero de telfono del candidato recomendado. Luego, indquele que llame directamente al empleador para programar una entrevista personal. El horario para que el candidato recomendado llame al empleador es de 9:00 a. m. a 1:00 p. m., de lunes a viernes, excepto los das festivos federales. Los candidatos recomendados DEBEN llamar al empleador y programar una cita para la entrevista antes de acudir. Ningn candidato recomendado debe acudir al domicilio o lugar de trabajo del empleador sin una cita programada para la entrevista. Los candidatos reclutados fuera de la distancia habitual de viaje deben presentarse en persona para la entrevista. El empleador puede programar citas para entrevistas telefnicas a los candidatos reclutados fuera de la distancia habitual de viaje. Todos los solicitantes interestatales interesados en esta oferta de trabajo deben contactar primero con el centro de desarrollo profesional ms cercano en su estado. El personal del centro debe contactar con el Departamento de Comercio de Carolina del Norte, Divisin de Soluciones Laborales y Servicios Agrcolas en Raleigh, Carolina del Norte, a h2a.joborders@commerce.nc.gov antes de contactar al empleador.  La oficina de empleo local debe informar completamente a los trabajadores sobre los trminos, condiciones y la naturaleza del empleo antes de ser recomendados. Los trabajadores contratados para esta oferta de trabajo que se encuentren a una distancia normal de desplazamiento no recibirn alojamiento, manutencin ni transporte. Todos los trabajadores contratados bajo esta orden de trabajo debern presentar documentacin que acredite su estatus legal para trabajar en Estados Unidos. Todos los solicitantes deben ser capaces (con o sin adaptaciones razonables), estar dispuestos y cualificados para realizar todo el trabajo descrito, y deben estar disponibles durante todo el periodo previsto de empleo.			

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**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>El transporte de ida y vuelta y los gastos de manutención se reembolsarán al completarse el 50 % del contrato de trabajo. El empleador proporcionará o pagará el transporte de ida y vuelta en autobuses o furgoneta charter, o cualquier otro medio de transporte para los grupos de trabajadores, o bien permitirá que los trabajadores elijan el medio de transporte que prefieran y les reembolsará al menos el precio más económico y razonable de transporte público para las distancias recorridas. Se desconoce el medio de transporte que organizará el empleador.</p>			

f. Job Offer Information 6

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation and Daily Subsistence (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>El empleador ofrecerá transporte voluntario gratuito a los trabajadores que residan en las viviendas proporcionadas por él y a los trabajadores que se desplazan diariamente a su trabajo y se presentan en un punto de trabajo designado. El medio de transporte podrá ser dos autobuses con capacidad para 44 pasajeros cada uno. El empleador opera al menos dos autobuses de 45 pasajeros y tres camionetas de 15 pasajeros.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

*g. Job Offer Information 7*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB REQUIREMENTS
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>PROLONGED WALKING, STANDING, BENDING, STOOPING, AND REACHING. JOB IS OUTDOORS AND CONTINUES IN ALL TYPES OF WEATHER. WORKERS MAY BE REQUESTED TO SUBMIT TO RANDOM DRUG OR ALCOHOL TESTS AT NO COST TO THE WORKER. FAILURE TO COMPLY WITH THE REQUEST OR TESTING POSITIVE MAY RESULT IN IMMEDIATE TERMINATION. ALL TESTING WILL OCCURE POST-HIRE AND IS NOT A PART OF THE INTERVIEW PROCESS. NEGATIVE RESULT MAY BE REQUIRED POST-HIRE AND BEFORE COMMENCING WORK. MUST BE ABLE TO LIFT 75 LBS. TO SHOULDER HEIGHT REPETITIVELY THROUGHOUT THE WORKDAY AND ABLE TO LIFT AND CARRY 75 LBS. IN FIELD. MUST NOT HINDER ANOTHER WORKERS PRODUCTIVITY. USE OF PERSONAL CELL PHONE OR OTHER PERSONAL ELECTRONIC DEVICE DURING WORKING HOURS STRICTLY PROHIBITED EXCEPT FOR WORK-RELATED CALLS OR EMERGENCIES AND VIOLATION MAY RESULT IN IMMEDIATE TERMINATION. REQUIRES TWO MONTHS VERIFIABLE WORK EXPERIENCE HAND-HARVESTING BLUEBERRIES AND BLACKBERRIES, REQUIRES TWO MONTHS OF VERIFIABLE EXPERIENCE PRUNING/SHEARING FIELD-GROWN BLUEBERRY AND/OR BLACKBERRY PLANTS. MUST COMMIT TO ENTIRE ANTICIPATED PERIOD OF EMPLOYMENT.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB REQUIREMENTS-BLUEBERRIES
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>BLUEBERRY WORKER: PERFORM MANUAL LABOR INCLUDING PLANTING BLUEBERRY PLANT IN FIELD, PRUNING/SHEARING FIELD-GROWN BLUEBERRY PLANTS, MANUEL LABOR ON MECHANICAL BLUEBERRY HARVESTER, HAND-HARVESTING BLUEBERRIES, PACKING BLUEBERRIES, AND HOEING. GRADE, SORT, OR CLASSIFY BERRIES BY SIZE, WEIGHT, COLOR, OR CONDITION. LOAD AND UNLOAD CROPS AND FARM MATERIALS. WORKERS WILL WALK ALONG ROWS AS SPECIFIED BY EMPLOYER AND REMOVE WEEDS AND GRASS FROM FIELDS BY HAND OR USING A HOE. MAY OPERATE AND PERFORM MINOR MAINTENANCE AND REPAIRS ON FARM VEHICLES, IMPLEMENTS, AND EQUIPMENT. MAY REPAIR FENCES, GREENHOUSEES, FARM BUILDINGS AND OTHER STRUCTURES, OR PERFORM IRRICATION ACTIVITIES. PERFORM FARM, FIELD AND SHED SANITATION DUTIES. MOW GRASS AND OPERATE TRIMMER AROUND FARMS BUILDINGS. DIRECT AND MONITOR WORK OF CASUAL SEASONAL HELP DURING PLANTING AND HARVESTING. MAY OPERATE FARM VEHICLES TO HAUL CROPS AND DRIVER OTHER FARMWORKERS FROM PLACE TO PLACE AROUND THE FARM PROPERTIES (INCLUDING ON PUBLIC ROADS TO REACH FARMER'S FIELDS) DURING THE WORKDAY. MAY OPERATE LIGHT TRUCK OR CAN OFF THE FARMS AND OVER THE ROAD TO DRIVE THEMSELVES OR OTHER FARMWORKERS FROM PLACE TO PLACE, SUCH AS TO THE GROCERY STORE, BANK, GOVERNMENT AGENCIES, MEDICAL OR DENATAL OFFICES AND SO FORTH.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

*i. Job Offer Information 9*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES-SPANISH
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>RECOLECTORES DE BAYAS: COSECHA MANUAL DE ARNDANOS Y MORAS. LAS TAREAS PUEDEN INCLUIR LA LIMPIEZA, EL EMPAQUE EN EL CAMPO Y LA CARGA DE LAS BAYAS COSECHADAS. CLASIFICAN LAS BAYAS POR TAMAO, PESO, COLOR O ESTADO. PUEDEN OPERAR MONTACARGAS O TRANSPALETA ELCTRICA PARA DESCARGAR BAYAS. Se requiere caminar, estar de pie, agacharse, inclinarse y estirarse durante largos periodos. Debe ser capaz de levantar 34 kg hasta la altura de los hombros repetidamente durante la jornada laboral y de levantar y transportar 34 kg en el campo. No debe obstaculizar la productividad de otros trabajadores. EL USO DE TELFONOS CELULARES U OTROS DISPOSITIVOS ELECTRNICOS DURANTE EL HORARIO LABORAL EST EstrictAMENTE PROHIBIDO, EXCEPTO PARA LLAMADAS LABORALES O EMERGENCIAS. EL INCUMPLIMIENTO DE ESTA LEY PODRA RESULTAR EN EL DESPIDO INMEDIATO. SE REQUIERE DOS MESES DE EXPERIENCIA LABORAL COMPROBABLE EN LA RECOLECCIN MANUAL DE ARNDANOS Y MORAS. ES NECESARIO COMPROMETERSE A CUMPLIR TODO EL PERIODO DE EMPLEO PREVISTO.</p> <p>MORAS: ESTE ES UN TRABAJO MUY DIFCIL Y RASPONDIENTE, YA QUE SE TRATA DE MORAS ESPINOSAS. LA RECOLECCIN ES UN TRABAJO DIFCIL Y DOLOROSO QUE REQUIERE MANIPULAR CONTINUAMENTE LAS PLANTAS DE MORAS ESPINOSAS. LA DESTREZA MANUAL NECESARIA IMPIDE EL USO DE GUANTES. LOS RASGUOS IMPORTANTES DE zarzamora SON COMPLICACIONES NORMALES. LOS TRABAJADORES DEBEN SER DILIGENTES PARA EVITAR COMPLICACIONES NATURALES RELACIONADAS CON PELIGROS NATURALES, INCLUYENDO ROBLE VENENOSO, NIGUAS Y SERPIENTES. LOS TRABAJADORES SE INCLINARN Y SE INCLINARN PARA RECOGER MORAS SEGN SU TAMAO, COLOR, FORMA Y GRADO DE MADUREZ Y LAS COLOCARN EN RECIPIENTES DE CAMPO. SE ESPERA QUE LOS TRABAJADORES RECOJAN MORAS COMPLETAMENTE MADURAS, DESECHE CUALQUIER BAYA DEFORMADA, DESCOMPUESTA O DE TAMAO INFERIOR SEGN LAS INSTRUCCIONES DE LOS SUPERVISORES. ADEMS, LOS TRABAJADORES DEBEN QUITAR CUIDADOSAMENTE CUALQUIER BAYA INDESEABLE DE LA PLANTA QUE POSTERIORMENTE CAUSARA EL ATAQUE DE HONGOS EN LA PLANTA. LOS TRABAJADORES LLEVERN 2 RECIPIENTES LLENOS CON 6 CANASTAS DE 2 CUARTOS DE GALN CADA UNA CON UN PESO APROXIMADAMENTE 12 LIBRAS. Cada uno al remolque de campo. Los trabajadores llenarn adecuadamente todas las cestas de 2 cuartos. Esto incluye la siembra de plantas de mora en el campo, la poda/esquila de plantas de mora cultivadas en el campo. La cosecha manual de moras, el empaquetado de moras y el desbroce. Clasificarn las bayas por tamao, peso, color o condicin. Cargarn y descargarn cultivos y materiales agrcolas. Los trabajadores caminarn por las hileras segn lo especificado por el empleador y eliminarn las malezas y el pasto de los campos a mano o con una azada.</p>			

*j. Job Offer Information 10*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB REQUIREMENTS- SPANISH
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>CAMINAR, ESTAR DE PIE, AGACHARSE, INCLINARSE Y ESTIRARSE PROLONGADO. EL TRABAJO ES AL AIRE LIBRE Y CONTINA EN TODO TIPO DE CLIMA. SE PUEDE SOLICITAR A LOS TRABAJADORES QUE SE SOMETAN A PRUEBAS ALEATORIAS DE DROGAS O ALCOHOL SIN COSTO PARA EL TRABAJADOR. EL INCUMPLIMIENTO DE LA SOLICITUD O EL RESULTADO POSITIVO DE LA PRUEBA PUEDE RESULTAR EN EL DESPIDO INMEDIATO. TODAS LAS PRUEBAS SE REALIZARN DESPUS DE LA CONTRATACIN Y NO FORMAN PARTE DEL PROCESO DE ENTREVISTA. SE PUEDE REQUERIR UN RESULTADO NEGATIVO DESPUS DE LA CONTRATACIN Y ANTES DE COMENZAR A TRABAJAR. DEBE SER CAPAZ DE LEVANTAR 75 LIBRAS HASTA LA ALTURA DE LOS HOMBROS REPETITIVAMENTE DURANTE TODA LA JORNADA LABORAL Y CAPAZ DE LEVANTAR Y CARGAR 75 LIBRAS EN EL CAMPO. NO DEBE OBSTACULIZAR LA PRODUCTIVIDAD DE OTROS TRABAJADORES. EL USO DE TELFONOS CELULARES U OTROS DISPOSITIVOS ELECTRNICOS PERSONALES DURANTE EL HORARIO LABORAL EST TERMINAMENTE PROHIBIDO, EXCEPTO PARA LLAMADAS LABORALES O EMERGENCIAS. LA INFRACCIN PUEDE RESULTAR EN EL DESPIDO INMEDIATO. SE REQUIERE DOS MESES DE EXPERIENCIA LABORAL COMPROBABLE EN LA COSECHA MANUAL DE ARNDANOS Y MORAS. SE REQUIERE DOS MESES DE EXPERIENCIA COMPROBABLE EN LA PODA/ESQUILADO DE PLANTAS DE ARNDANOS Y/O MORAS CULTIVADAS EN EL CAMPO. EL EMPLEO DEBE COMPROMETERSE A CUMPLIR TODO EL PERODO PREVISTO.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

*k. Job Offer Information 11*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB REQUIREMENTS- BLUEBERRIES SPANISH
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>TRABAJADOR DE ARNDANOS: REALIZA TRABAJOS MANUALES, INCLUYENDO LA PLANTACIN DE ARNDANOS EN EL CAMPO, LA PODA/ESQUILADO DE ARNDANOS CULTIVADOS EN EL CAMPO, TRABAJOS MANUALES EN UNA COSECHADORA MECNICA DE ARNDANOS, LA COSECHA MANUAL DE ARNDANOS, EL EMPAQUE DE ARNDANOS Y EL ESCARDADO. CLASIFICAR LAS BAYAS POR TAMAÑO, PESO, COLOR O CONDICIN. CARGAR Y DESCARGAR CULTIVOS Y MATERIALES AGRICOLAS. LOS TRABAJADORES CAMINARN POR LAS HILERAS SEGN LO ESPECIFIQUE EL EMPLEADOR Y QUITARN LAS MALEZAS Y EL PASTO DE LOS CAMPOS A MANO O CON UNA AZADA. PODRN OPERAR Y REALIZAR MANTENIMIENTO Y REPARACIONES MENORES EN VEHICULOS, IMPLEMENTOS Y EQUIPOS AGRICOLAS. Puede reparar cercas, invernaderos, edificios agrcolas y otras estructuras, o realizar actividades de riego. Realiza tareas de saneamiento en granjas, campos y cobertizos. Cortar el csped y operar la podadora en los alrededores de los edificios agrcolas. Dirigir y supervisar el trabajo del personal ocasional de temporada durante la siembra y la cosecha. Puede operar vehiculos agrcolas para transportar cultivos y conducir a otros trabajadores agrcolas de un lugar a otro en los alrededores de las propiedades agrcolas (incluso en caminos pblicos para llegar a los campos de los agricultores) durante la jornada laboral. PUEDEN OPERAR CAMIONETAS LIGERAS O CAMIONETAS FUERA DE LAS GRANJAS Y POR LA CARRETERA PARA CONDUCIRSE A S MISMOS O A OTROS TRABAJADORES AGRICOLAS DE UN LUGAR A OTRO, COMO A LA TIENDA DE COMESTIBLES, EL BANCO, AGENCIAS GUBERNAMENTALES, CONSULTORIOS MDICOS O DENATALES, ETC.</p>			

*l. Job Offer Information 12*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties-Terminations
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer may terminate the worker with notification to the appropriate State and Federal agencies if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) hinders another workers productivity; (d) malingers or otherwise refuses without justified cuse to perform as directed the work for which the worker was recruited and hired; (e) provides other lawful job-related reason(s) for termination of employment; (f) abandons employment; (g) fails to meet applicable production standards when production standards are applicable; (h) falsifies identification, personnel, medical, production, or other work-related records; (i) fails or refuses to take an alcohol or drug test; (j) employer discover a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (k) commits and act or acts of insubordination, including the failure to regard employers authority; (l) lies or provides a false statement to the employer; (m) collects any money o other thing of value from prospective employees or current employees in order for the payor to work for this employer; (n) violation of employers safety rules; (o) unauthorized or illegal possession, use or sale of alcohol or controlled substances on employers premises or during working hours, while engaged in work activities or in employer vehicles; (p) unauthorized or illegal possession, use or sale of weapons, firearms, or explosives on employers premises or in the employers vehicles;(q) theft or dishonesty; (r) inappropriate physical contact; (s) harassment; (t) discrimination or retaliation; (u) disrespect toward fellow workers, visitors or other members of the public; (v) performing outside work o use of employer property, equipment or facilities in connection with outside work while on employers time; (w) poor attendance or poor performance. The grounds for immediate termination listed above are not all inclusive. All termination decisions will be based on an assessment of all relevant factors.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

*m. Job Offer Information 13*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties- Terminations (spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador puede despedir al trabajador con notificacin a las agencias estatales y federales apropiadas si el trabajador: (a) se niega sin causa justificada a realizar el trabajo para el cual fue reclutado y contratado; (b) comete actos graves de mala conducta; (c) obstaculiza la productividad de otro trabajador; (d) finge o se niega sin causa justificada a realizar el trabajo segn las instrucciones el trabajo para el cual fue reclutado y contratado; (e) proporciona otras razones legales relacionadas con el trabajo para la terminacin del empleo; (f) abandona el empleo; (g) no cumple con los estndares de produccin aplicables cuando los estndares de produccin son aplicables; (h) falsifica registros de identificacin, personal, mdicos, de produccin u otros registros relacionados con el trabajo; (i) no se somete o se niega a someterse a una prueba de alcohol o drogas; (j) el empleador descubre un registro de condena penal o un estado como delincuente sexual registrado que el empleador cree razonablemente que perjudicar la seguridad y/o las condiciones de vida de otros trabajadores; (k) comete un acto o actos de insubordinacin, incluido el no respetar la autoridad del empleador; (l) miente o proporciona una declaracin falsa al empleador; (m) recolecta dinero u otra cosa de valor de empleados potenciales o actuales para que el pagador trabaje para este empleador; (n) violacin de las reglas de seguridad del empleador; (o) posesin, uso o venta no autorizados o ilegales de alcohol o sustancias controladas en las instalaciones del empleador o durante las horas de trabajo, mientras se realiza actividades laborales o en los vehculos del empleador; (p) posesin, uso o venta no autorizados o ilegales de armas, armas de fuego o explosivos en las instalaciones del empleador o en los vehculos del empleador; (q) robo o deshonestidad; (r) contacto fsico inapropiado; (s) acoso; (t) discriminacin o represalias; (u) falta de respeto hacia compaeros de trabajo, visitantes u otros miembros del pblico; (v) realizar trabajo externo o uso de la propiedad, equipo o instalaciones del empleador en relacin con el trabajo externo mientras se est en el tiempo del empleador; (w) mala asistencia o bajo rendimiento. Los motivos para el despido inmediato enumerados anteriormente no son todos incluidos. Todas las decisiones de despido se basarn en una evaluacin de todos los factores relevantes.</p>			

*n. Job Offer Information 14*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deducciones del Salario- Spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador realizar las siguientes deducciones del salario del trabajador: FICA, Medicare e impuestos sobre la renta segn lo exija la ley (a diferencia de los trabajadores estadounidenses, los trabajadores extranjeros H-2A no estn sujetos a deducciones de impuestos sobre la nmina para FICA, Medicare ni retenciones federales); adelantos de efectivo y reembolso de prstamos; reembolso del pago excesivo de salarios al trabajador; recuperacin de cualquier prdida para el empleador debido a daos del trabajador, ms all del desgaste normal, o prdida de equipo o artculos de vivienda cuando se demuestre que el trabajador es responsable. No se realizar ninguna deduccin no exigida por ley que reduzca las ganancias por hora del trabajador por debajo del salario mnimo federal o estatal, el mayor de los dos.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

*o. Job Offer Information 15*

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Additional Housing Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Housing is group housing. If a female worker is hired, separate toilet, shower, and sleeping room will be provided. Family housing is not available. The provision of family housing is not prevailing practice in the area of intended employment. La vivienda es para grupo. Si se contrata a una trabajadora, se proporcionan bano, ducha y habitacion separadas. Vivienda para toda la familia no esta disponible y la provision de casa para toda la familia no es imperante pera el ara de trabajo</p>			

*p. Job Offer Information 16*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - More Details about pay
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Employer in its discretion may offer a higher wage rate or bonus to a worker employed under this job order due to work performance, skill or tenure. El empleador, a su discrecin, puede ofrecer un salario ms alto o una bonificacin a un trabajador empleado bajo esta orden de trabajo debido al desempeo laboral, la habilidad o la antgedad.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

q. Job Offer Information 17

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - No Offer of recall for H-2A workers
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>There is no offer or guarantee to be recalled for future employment except for the required solicitation of certain former U.S. workers in compliance with 20 CFR 655.153.</p> <p>No existe oferta ni garanta de ser llamado de nuevo para un empleo futuro, excepto la solicitud requerida de ciertos ex trabajadores estadounidenses de conformidad con 20 CFR 655.153</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Hourly work schedule
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Taking into account lunch and break periods, the stated hourly work schedule is consistent with the anticipated total hours per week. By its very nature, seasonal agricultural work schedules vary according to numerous factors including but not limited to the elements, weather, crop conditions, job tasks needed to be done and time of the year.</p> <p>Teniendo en cuenta los periodos de almuerzo y descanso, el horario de trabajo indicado coincide con el total de horas semanales previstas. Por su propia naturaleza, los horarios de trabajo agrcola estacional varan segn numerosos factores, como las condiciones climticas, las condiciones de los cultivos, las tareas a realizar y la poca del ao.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other terms and conditions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Material terms and conditions of the work contract may be translated into a language understood by the worker, however the English version of the work contract shall always control. To the extent there is any discrepancy between this Form ETA-790A, the Immigration and Nationality Act, and any applicable H-2A Regulations shall control. In the event any provision of the H-2A Regulations (20CFR Part 655, Subpart B) in effect as of the date the Form ETA-790A is submitted shall become enforceable through administrative, legislative, or judicial action, then the employer shall not be subject to unenforceable provision or provisions. Los terminos y condiciones esenciales del contrato de trabajo pueden traducirse a un idioma que el trabajador comprenda; sin embargo, la versin en ingls del contrato prevalecer siempre. En caso de discrepancia entre este Formulario ETA-790A, prevalecer la Ley de Inmigracin y Nacionalidad y cualquier Reglamento H-2A aplicable. En caso de que alguna disposicin del Reglamento H-2A (20CFR Parte 655, Subparte B) vigente a la fecha de presentacin del Formulario ETA-790A sea exigible mediante accin administrativa, legislativa o judicial, el empleador no estar sujeto a ninguna disposicin inaplicable.</p> <p>Substance Abuse Policy: The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to a random drug or alcohol test at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process. Poltica sobre Abuso de Sustancias: Se prohbe el consumo, la posesin o estar bajo la influencia de drogas ilegales o alcohol durante el horario laboral. Se podr solicitar a los trabajadores que se sometan a una prueba aleatoria de drogas o alcohol sin costo alguno. El incumplimiento de la solicitud o un resultado positivo en la prueba puede resultar en el despido inmediato. Todas las pruebas se realizarn despues de la contratacin y no son parte del proceso de entrevista.</p> <p>Required Departure: H-2A workers are required to leave the United States at the end of the period certified by the Department of Labor or separation from the employer, whichever is earlier as required under 20 CFR 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer. This shall serve as official notification of this requirement to any H-2A worker employed under the agricultural work agreement. Salida Obligatoria: Los trabajadores H-2A deben salir de Estados Unidos al final del periodo certificado por el Departamento de Trabajo o al desvincularse del empleador, lo que ocurra primero, segn lo exige el Ttulo 20 del Cdigo de Regulaciones Federales (CFR), Seccin 655.135(i), a menos que el trabajador H-2A est siendo patrocinado por otro empleador posterior. Esto servir como notificacin oficial de este requisito a cualquier trabajador H-2A empleado bajo el acuerdo de trabajo agrcola.</p>			

t. Job Offer Information 20

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p>			

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